



WASHOE COUNTY

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Finance DN
DA _____ ✓
Risk Mgt. DT
HR N/A
Grant Mgt. N/A

STAFF REPORT

BOARD MEETING DATE: November 12, 2014

DATE: October 15, 2014
TO: Board of County Commissioners
FROM: Cheryl Surface, Park Planner, Planning & Development,
Community Services Department, 328-2039, csurface@washoecounty.us
THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us
SUBJECT: Recommendation to approve "Federal Lands Access Program Project Memorandum of Agreement" leveraging [\$12.5 million] in Federal Lands Access Program funds for the design and construction of improvements in the SR 28 corridor including the Nevada Stateline to Stateline Bikeway, and authorize the Community Services Department Director to sign related agreements and documents. (Commission District 1.)

SUMMARY

The Federal Lands Access Program (FLAP) was established to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands with an emphasis on high-use Federal recreation sites and Federal economic generators. Nevada receives approximately \$8 million annually. The Tahoe Transportation District was notified that the SR 28 Corridor along with the Nevada Stateline to Stateline Bikeway's shared use path (pedestrian & bicycle), from Incline Village to Sand Harbor, will receive \$12.5 million in federal funding over the next two years. This is a multi-jurisdictional project which includes the Federal Highway Administration (project lead), Tahoe Transportation District (co-lead), Tahoe Regional Planning Agency, Nevada Department of Transportation, U.S. Forest Service Lake Tahoe Basin Management Unit, Nevada Division of State Parks, Nevada Division of State Lands, Washoe County, Douglas County, Carson City and Incline Village General Improvement District.

Washoe County Strategic Objectives supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On June 24, 2014, the Board of County Commissioners (Board) approved the extension (to June 30, 2019) of the Interlocal Agreement between Washoe County, Carson City, Douglas County, Nevada State Lands, Nevada State Parks, Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest Service-Lake Tahoe Basin

AGENDA ITEM # 11

Management Unit, and Incline Village General Improvement District for the implementation of the Lake Tahoe Bike Path Project.

On June 26, 2012, the Board accepted an amendment to the Phase 2 & 3 State Question 1 grant, which increased the grant award by \$375,885.

On February 8, 2011, the Board acknowledged receipt of an update report on the status of the Nevada Stateline-to-Stateline Project (Lake Tahoe Bike Path), and provided comment on the Draft Environmental Assessment for the South Demonstration Project.

On August 28, 2007, the Board accepted a State Question 1 grant in the amount of \$1,252,516 to complete Phases 2 & 3 for environmental and engineering studies and to begin construction of the south demonstration area.

On December 12, 2006, the Board accepted a State Question 1 grant in the amount of \$146,956 for Phase 1 planning efforts.

On December 12, 2006, the Board approved an Interlocal Agreement between Washoe County, Carson City and Douglas County that made Washoe County responsible for the overall coordination of the Lake Tahoe Bike Path project.

On August 23, 2005, the Board approved a Resolution of Support for Question-1 grant applications.

On April 27, 2004, the Board approved a Tri-Counties Memorandum of Understanding between Washoe County, Douglas County and Carson City.

BACKGROUND

This project will improve safety, protect the water clarity of Lake Tahoe, expand transportation choices, enhance the visitor experience and promote economic vitality at the Lake. These critical funds and the matching funding will construct approximately 357 off-highway parking spaces, 3 miles of shared use path, 4 transit stops, a park-n-ride lot, and provide a number of SR 28 safety improvements for motorists.

The leveraging of dollars has been critical to unlocking these significant federal funds. The overall project is approximately \$25 million with the additional \$12.5 million coming from a Federal Scenic Byways grant of \$2,000,000, Federal Transportation Alternative Program grant of \$650,000; NDOT funds of \$3,735,000; State Question-1 voter approved funding \$3,470,000; State Lands Tahoe Bond Act funds of \$1,050,000; Tahoe Fund at \$500,000; and potentially Washoe County WC-1 funds of \$1,000,000. (See Exhibit 1).

This project came about through an unprecedented response to the safety and environmental concerns on SR 28 prompting the Tahoe Transportation District (TTD) to take the lead and partner with 12 agencies to develop the SR 28 Corridor Management Plan (CMP) for SR 28 and the Nevada Stateline to Stateline Bikeway plan. The CMP provides a project implementation plan of which the Incline Village to Hwy 50 segment was a high priority to address congestion, safety and environmental issues. The environmental analysis has been completed for the first 3 miles of the shared use path

(North Demonstration Project) and its associated parking. The SR 28 Corridor is largely within U.S. Forest Service lands or Nevada Division of State Parks lands.

This area is the longest stretch of undeveloped shoreline at Lake Tahoe. The approximate 11 mile, two-lane, mountainside road is the only access route for over one million recreating visitors and 2.6 million-plus vehicles per year. Data indicates that in this segment there are nearly 2,000 visitors daily walking or riding along the highway often crawling over guardrails during the 40-plus peak summer days to access the shoreline of Lake Tahoe. Currently, there are only 52 off-highway parking spaces for residents and visitors to safely access the east shore.

The steep topography and numerous environmental challenges have required a collaborative and unified approach to solutions. The multi-modal transportation solutions in this particular case must work in concert with each other to solve safety issues, to protect the Lake, and enhance the visitor experience for this segment of the Corridor. For example, parking cannot be built without the connectivity of the Bikeway, a shared-use path for pedestrians and bicyclists to the visitor's recreation destination. Nor is it physically feasible to construct all of the parking spaces needed to meet the demand. It is necessary to expand the East Shore Express transit service providing access during the peak summer months of July and August to meet peak demand.

It is through this partnership that unique solutions have been derived with project partners willing to continue in a collaborative effort to operate and maintain the facilities as they are constructed. We are pleased that the community has been so supportive of the project and given to the Tahoe Fund which has raised over \$800,000 for the project.

Per the existing Interlocal Agreement for the Nevada Stateline to Stateline Bikeway, also known as the Lake Tahoe Bike Path a shared use path, once the design of the facilities are completed and prior to construction (May 2015) the maintenance and operation of facilities will be defined in an Interlocal Agreement amongst the operating agencies. This Interlocal Agreement will be brought back to the Board of County Commissioners for approval. It is anticipated at this time that Washoe County and the TTD will be responsible for approximately 3 miles of shared use path from Lakeshore Boulevard to the Lake Tahoe Nevada State Park Sand Harbor entrance with the potential to receive assistance with these activities from the Nevada Division of State Parks. Also included are 129 parking spaces located at the beginning of the Bikeway adjacent to the Ponderosa Ranch site see Exhibit 2 Map.

The Tahoe Fund continues to raise money and currently has \$300,000 of the \$800,000 already raised set aside for an endowment for maintenance of these facilities; \$500,000 will be allocated toward construction. The TRPA collects funds and has \$361,363 as of July 2014 in Washoe County's Operation & Maintenance (O&M) account. This fund can maintain facilities that improve air and water quality. The project development team continues to work on additional management strategies to defray O&M costs which will be included in the Interlocal Agreement. The first segment to be constructed is Incline Village to Tunnel Creek/Hidden Beach which will include the 31 parking spaces and first mile of shared use path/bikeway. Construction will begin summer of 2015 with

completion in fall of 2015 for this segment. For budget purposes it is not anticipated that visitor use will occur until May 2016. The remaining 2 miles of shared use path and 98 parking spaces will be built in 2016 coming on line summer of 2017. Again, per prior agreement, the Interlocal Agreement defining final maintenance costs and associated revenue will be brought back to the Board prior to beginning construction in May 2015.

FISCAL IMPACT

The \$12.5 million FLAP funding will not flow through Washoe County; instead Central Federal Lands Highway Administration and State of Nevada will administer the funds in cooperation with Tahoe Transportation District, who is leading the construction team. At least \$1.1 million of the FLAP funding is used as match to a \$1.1 million SQ-1 grant presented to the Board in a separate item. Match to FLAP funding award is derived from a combination of federal and non-federal sources that do not flow through Washoe County.

The Interlocal Agreement places responsibility on Washoe County to maintain a 90 to 100 vehicle parking lot and an approximate 3 mile stretch of paved pathway between SR28 and Sand Harbor. Annual maintenance costs are estimated at \$10,835 for pathway sweeping, liter cleanup, emptying bear proof trash dumpsters and dog stations, graffiti removal, sign maintenance and providing a temporary restroom station at the parking lot during peak season. Costs are not expected to accrue until late FY16. These costs, in the short term, will be absorbed by the Roads Division operating budget, Special Revenue Fund 216. Long term solutions for maintenance and eventual capital improvement needs are currently being developed for the entire path system.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a "Federal Lands Access Program Project Memorandum of Agreement" leveraging [\$12.5 million] in Federal Lands Access Program funds for the design and construction of improvements in the SR 28 corridor including the Nevada Stateline to Stateline Bikeway, and authorize the Community Services Department Director to sign related agreements and documents.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a "Federal Lands Access Program Project Memorandum of Agreement" leveraging [\$12.5 million] in Federal Lands Access Program funds for the design and construction of improvements in the SR 28 corridor including the Nevada Stateline to Stateline Bikeway, and authorize the Community Services Department Director to sign related agreements and documents."

Exhibit 1

NV FLAP SR 28(1)Cost Estimate Verification Summary

19-Sep-14

Project Segment	Proposed Projects by Segment					Proposed Funding		
	Proposed Total Cost	Proposed PE Cost	PE Cost %	CE Cost	Proposed Construction Cost	FLAP Funds	Non Fed Match	Other Federal
1	\$13,905,000	\$1,705,000	15%	\$700,000	\$11,500,000	\$5,785,000	\$5,470,000	\$2,650,000
2 & 3	\$11,000,000	\$1,300,000	14%	\$700,000	\$9,000,000	\$6,715,000	\$3,785,000	\$500,000
Total	\$24,905,000	\$3,005,000	15%	\$1,400,000	\$20,500,000	\$12,500,000	\$9,255,000	\$3,150,000

19-Sep-14

NV FLAP SR 28(1) Cost Estimate Funding Breakdown

Phase 1												
FY 14 Funds Request Reimbursable Agreement #1												
Type	Project	Total	FLAP	Total Match	NDOT	State Q1	NDSL Tahoe Bond Act	Washoe County	Tahoe Fund	NV TAP	Scenic Byways	
PE	Segment 1	\$ 1,705,000.00	\$ 1,135,000.00	\$ 570,000.00	\$ -	\$ 570,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
PE	Segment 2/3	\$ 1,300,000.00	\$ 865,000.00	\$ 435,000.00	\$ 335,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
	Total Funds Request	\$ 3,005,000.00	\$ 2,000,000.00	\$ 1,005,000.00	\$ 335,000.00	\$ 570,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
FY 15 Funds Request												
Type	Project	Total	FLAP	Total Match	NDOT	State Q1	NDSL Tahoe Bond Act	Washoe County	Tahoe Fund	NV TAP	Scenic Byways	
CN	Segment 1 - first mile	\$ 3,500,000.00	\$ -	\$ 3,500,000.00	\$ 500,000.00	\$ 100,000.00	\$ -	\$ 400,000.00	\$ 500,000.00	\$ -	\$ -	
CE	Segment 1 - first mile	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	
CN	Segment 2/3	\$ 5,650,000.00	\$ 3,220,000.00	\$ 2,430,000.00	\$ 1,755,000.00	\$ -	\$ 675,000.00	\$ -	\$ -	\$ -	\$ -	
CE	Segment 2/3	\$ 350,000.00	\$ 80,000.00	\$ 270,000.00	\$ 195,000.00	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	
	Total Funds Request	\$ 9,700,000.00	\$ 3,300,000.00	\$ 6,400,000.00	\$ 2,450,000.00	\$ 200,000.00	\$ 750,000.00	\$ 500,000.00	\$ 500,000.00	\$ -	\$ 2,000,000.00	
FY 16 Funds Request												
Type	Project	Total	FLAP	Total Match	NDOT	State Q1	NDSL Tahoe Bond Act	Washoe County	Tahoe Fund	NV TAP	Scenic Byways	
CN	Segment 1 - last 2 miles	\$ 8,000,000.00	\$ 4,350,000.00	\$ 3,650,000.00	\$ -	\$ 2,500,000.00	\$ -	\$ 500,000.00	\$ -	\$ 650,000.00	\$ -	
CE	Segment 1 - last 2 miles	\$ 500,000.00	\$ 300,000.00	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
CN	Segment 2/3	\$ 3,350,000.00	\$ 2,250,000.00	\$ 1,100,000.00	\$ 900,000.00	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	
CE	Segment 2/3	\$ 350,000.00	\$ 300,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Funds Request	\$ 12,200,000.00	\$ 7,200,000.00	\$ 5,000,000.00	\$ 950,000.00	\$ 2,700,000.00	\$ 200,000.00	\$ 500,000.00	\$ -	\$ 650,000.00	\$ -	
	TOTALS	\$ 24,905,000	\$ 12,500,000	\$ 12,405,000	\$ 3,735,000.00	\$ 3,470,000.00	\$ 1,050,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 650,000.00	\$ 2,000,000.00	
	Percentage of Total		50.19%	49.81%	15.00%	13.93%	4.22%	4.02%	2.01%	2.61%	8.03%	

Legend:

PE = Preliminary Engineering

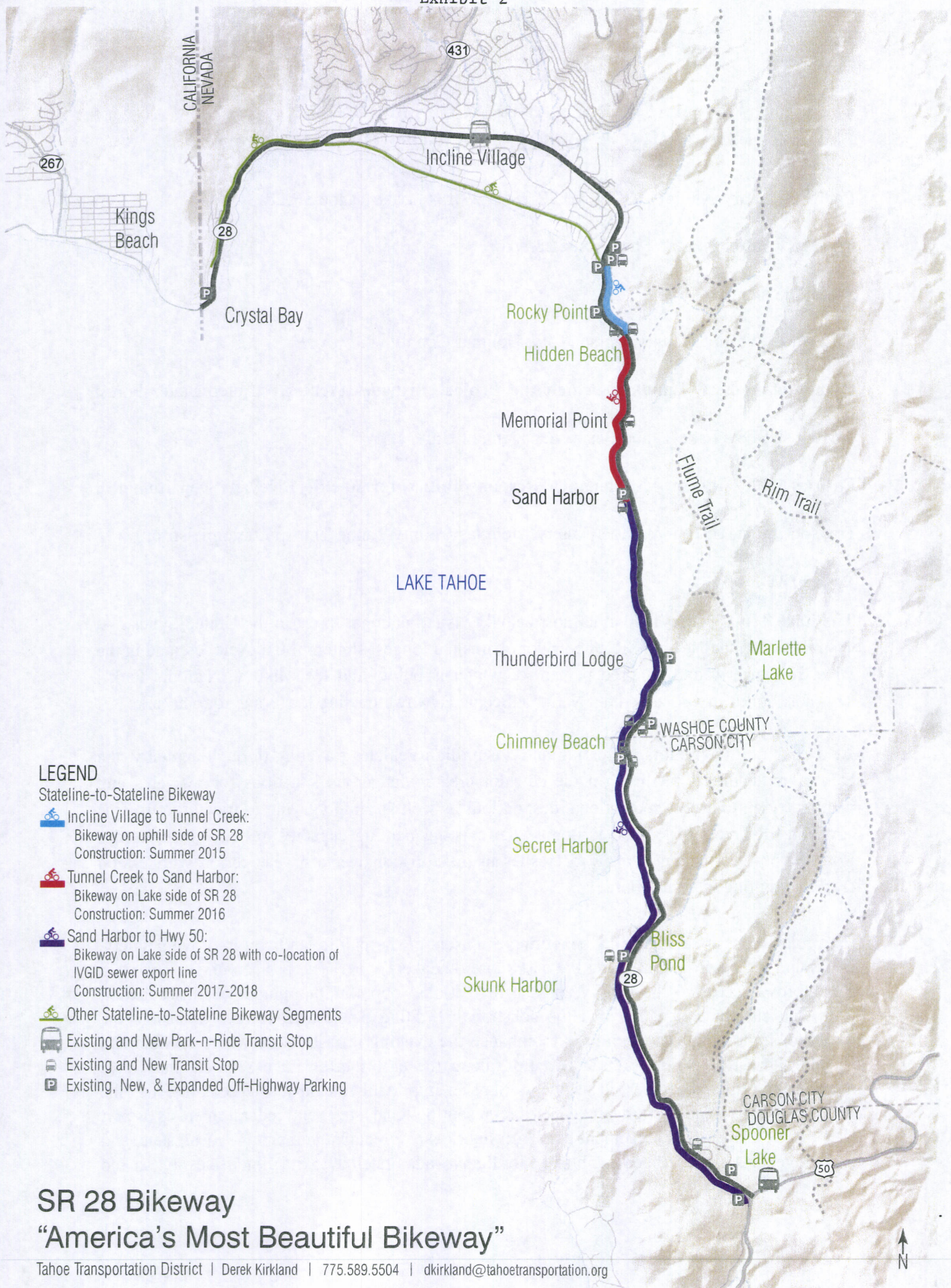
CE = Construction Engineering

CN = Construction

Segment 1: Incline to Sand Harbor - 3 miles bike path and 3 parking areas

Segment 2: Sand Harbor to US 50 - NDOT WQ Project, 5 parking areas

Segment 3: Incline to US 50 Safety Improvements (Scope and Funding to be determined)



FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project/Facility Name: NV FLAP SR 28(1)(2)(3)(4) Lake Tahoe SR 28

Project Route: Nevada State Route 28

State: Nevada

Counties: Washoe County; Carson City; Douglas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service (USFS), Lake Tahoe Basin Management Unit

Entities with Title or Maintenance Responsibilities for Facility: Nevada Department of Transportation, USFS, Washoe County, Douglas County Tahoe Transportation District

Type of Work:

The Lake Tahoe watershed is the most heavily visited national forest in the United States. At 11 miles long, the Nevada SR 28 corridor claims the longest stretch of undeveloped land in the watershed, nearly one hundred percent of which is public and feels like a “National Park”. This corridor is also considered a National Scenic Byway attracting locals and tourists alike.

At over 1 million visitors recreating and 2.6 million vehicles traveling through annually, the lack of multi-modal facilities in the corridor creates dangerous situations for residents and visitors trying to access recreational destinations as well as simply trying to travel through the corridor. Recreation demand is double the existing parking capacity. NDOT completed a Road Safety Audit identifying 175 crashes in the corridor over a 5 year period with 2 fatal crashes resulting in 3 fatalities.

The project consists of elements benefiting the users of the public lands by improving safety, access and the environment along the east shore of Lake Tahoe. The project aims to maintain and improve access to the beauty and the recreational opportunities unique to this corridor. Given the current congestion and the constraints limiting potential roadway expansion, the option for improving this corridor is to enhance the existing infrastructure where feasible and provide alternative means of transportation along the east shore. Each segment may have independent utility; however all segments play an important role in the larger project. The project was developed by thirteen agencies representing local, state, and federal interests as part of the SR 28 Corridor Management Plan. An Interlocal Agreement among nine local, state, and federal agencies has also been established for the Nevada Stateline to Stateline Bikeway (shared

use path) element of the project.

This project agreement (the “Agreement”) does not obligate Federal Lands Access Program (“FLAP”) funds. FLAP funds will be obligated pursuant to separate reimbursement agreements. In the event that FLAP funds are not ultimately obligated, this Agreement does not commit the parties to complete the project described herein (the “Project”). Rather, this Agreement sets forth the respective responsibilities of the parties as the Project proceeds through the project development process.

Parties to this Agreement:

- Tahoe Transportation District (“TTD”)
- Nevada Department of Transportation (“NDOT”)
- Federal Highways Administration - Central Federal Lands Highway Division (“FHWA-CFLHD”)
- Federal Highways Administration – Nevada Division (“FHWA-NV”)
- United States Forest Service, Lake Tahoe Basin Management Unit (the “Forest Service”)
- Washoe County
- Carson City
- Douglas County
- Tahoe Regional Planning Agency (“TRPA”)

The Nevada Programming Decision Committee approved this Project by letter dated July 23, 2014.

AGREED:

Nevada Department of Transportation Rudy Malfabon, P.E., Director	Date
Tahoe Transportation District Carl Hasty, District Manager	Date
Federal Highway Administration - Nevada Division Susan Klekar, Division Administrator	Date
Lake Tahoe Basin Management Unit, U.S. Forest Service Nancy Gibson, Forest Supervisor	Date
Washoe County Dave Solaro, Director, Community Service Department	Date
Carson City John McKenna, RTC Chairman	Date
Douglas County Jim Nichols, County Manager	Date
Tahoe Regional Planning Agency Joanne Marchetta, Executive Director	Date
Central Federal Lands Highway Division Michael Davies, Director of Project Delivery	Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the Project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facilities for public use after improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental process is completed under the National Environmental Policy Act ("NEPA") and TRPA Code of Ordinances and Rules of Procedure.

Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues during the NEPA process, a natural disaster that changes the need for the project, or a change in Congressional direction.

When FLAP funds are used for the development or construction of this Project, NDOT and TTD collectively agree to provide the required local match. There will be a non-federal matching share equal to 5% of the total cost of the Project, and additional contributions expected to equal at least 42% of the total cost of the Project, as detailed more fully described in Section K below. Before the expenditure of any funds for which reimbursement will be sought from FHWA, the parties agree to execute separate reimbursement agreements with CFLHD for FLAP funds. No reimbursement will be made for expenditures made prior to execution of a reimbursement agreement.

B. AUTHORITY

This Agreement is entered into between the parties pursuant to 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

NDOT, TTD, Washoe County, Carson City, Douglas County and the Forest Service have jurisdictional authority to operate and maintain their respective portions of the completed Project. Prior to completion of the 100% PS&E and advertising the construction project, those parties agree to enter into separate agreements regarding the operation and maintenance of the completed Project.

Upon acceptance of the construction project, NDOT will operate and maintain the following improvements along SR 28 at its expense (as further explained in Section E below):

- Safety and operations improvements along SR 28 within the NDOT right-of-way
- NDOT Water Quality and Erosion Control Improvements

Upon acceptance of the construction project, Washoe County and TTD will operate and maintain the 3 mile multi-use path constructed as part of the North Demonstration Project (as further explained in Section E below):

Upon acceptance of the construction project, Washoe County will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- Flume Trail Trailhead
- North Trailhead Parking Areas A and B

Upon acceptance of the construction project, the USFS will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- Chimney Beach Trailhead
- Secret Harbor Trailhead
- Thunderbird Cove
- Skunk Harbor
- Any US 50 Park-n-Ride improvements within the USFS Property Boundary

Upon acceptance of the construction project, Douglas County will operate and maintain the following parking lots at its expense (as further explained in Section E below):

- US 50 Park-n-Ride Lot improvements outside the USFS Property Boundary

TTD has authority to own and operate transportation facilities through Article IX of the Compact.

Any party may delegate ownership and maintenance responsibilities to one or more willing agency(s) via a subsequent agreement.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

NDOT and TTD have coordinated project development with the Forest Service. The Forest Service's support of the Project is documented in the Nevada Access Program Project Application. Each party to this Agreement who has a primary role in NEPA, right-of-way, design, or construction shall coordinate their activities with the Forest Service.

E. PROJECT BACKGROUND/SCOPE

The scope of the project will include all of the following elements as approved by the Nevada Programming Decision Committee by letter dated July 23, 2014:

- 1) North Demonstration Project
 - a. 3 miles of new shared use path from Ponderosa Ranch Road (Incline Village) to Sand Harbor including retaining walls and bridges. The lakeside alternative

- is anticipated to be selected as a result of the Environmental Assessment (Finding of No Significant Impacts).
- b. Expanded public parking near Ponderosa Road to alleviate congestion on SR 28 and Lakeshore Boulevard and to provide access to the existing recreation trails including the Tahoe Rim Trail, and historic Flume Trail. The parking will also serve as trailhead parking for the proposed Nevada Stateline to Stateline Bikeway.
 - i. Flume Trail Trailhead Parking: 31 spaces
 - ii. North Trailhead Parking (Areas A & B): 98 spaces
- 2) Safety and Operations Improvements from Incline Village to US 50 identified in SR 28 Road Safety Audit that include:
- a. Emergency/Maintenance Turnout - 6 locations from south of Tunnel Creek Station Parking to north of Sand Harbor Parking.
 - b. Viewpoint turnouts
 - i. Tunnel Creek area
 - ii. South of Memorial Point
 - c. Restriction of the parking that may include well defined “No Parking” zones with specific signing and the use of pavement markings on the paved shoulder area to delineate the limits of the “No Parking” zone.
 - d. Installation of NDOT approved physical barriers in select shoulder areas to prohibit parking where drivers pull into the non-paved areas.
 - e. Installation of turnout identification signs.
 - f. Installation of barrier rail on the lake side of SR 28 at those locations of unprotected steep slope.
 - g. Repair and/or replacement of those the timber retaining walls showing signs of failure.
 - h. Installation of a centerline rumble strip, as approved by NDOT. Prior to the implementation of the centerline rumble strip it is recommended to assess any environmental concerns over potential noise impacts from the rumble strip.
- 3) Central Corridor Parking Improvements Identified in SR 28 Corridor Management Plan:
- a. Expansion of 2 existing USFS parking lots
 - i. Chimney Beach Trailhead: 67 additional spaces, 21 existing spaces
 - ii. Secret Harbor Trailhead: 54 additional spaces, 31 existing spaces
 - b. New Forest Service Parking Lots
 - iii. Thunderbird Cove: 15 spaces
 - iv. Skunk Harbor: 26 spaces
 - c. Visitor Center/ Park and Ride Lot at US 50
 - v. South Corridor Park-n-Ride: 53-150 spaces

- vi. The Park-n-ride must be designed in such a way as to allow for multipurpose use, including a future TRPA Aquatic Invasive Species Station, a future transit center, and a future visitor center
- 4) NDOT Water Quality and Erosion Control Improvements
 - a. Improvements from Sand Harbor to Carson City/Washoe County Line including drainage facilities, timber walls, riprap slopes, re-vegetated slopes, curbing, and paved shoulders.
- 5) Other Safety and Operation Improvements along SR28 (as deemed practical and cost effective by NDOT, CFLHD, and TTD), including expanding the no parking zone and providing barriers and/or signage with relocated shoulder parking.

The costs for preliminary engineering (PE), construction (CN), and construction engineering (CE) for Project Elements 2, 3, and 5 have not been determined and estimated costs are used for this Project Agreement. After execution of the Project Agreement and Reimbursable Agreements, the Project Team will scope Elements 2, 3, and 5 to determine the PE, CE, and CN costs. TTD, NDOT, and CFLHD will meet, review, and agree in writing on the costs, local match requirements, and develop a funding plan to design and construct Elements 2, 3, and 5 as part of the overall project.

F. PROJECT BUDGET

The following is a budget of the estimated cost of the Project, and is subject to change during the preliminary engineering, design and construction of the Project.

North Demonstration Project (Element 1)

PE = \$1,705,000
CE = \$700,000
CN = \$11,500,000

NDOT Erosion Control Project (Element 4)

PE = \$335,000
CE = \$350,000
CN = \$4,000,000

Estimated Budget for Remaining SR 28 Improvements (parking, safety, retaining walls, shoulders, rumble strips – Elements 2, 3, and 5)*

PE = \$965,000
CE/CN = Between \$3,900,000 and \$5,350,000

Total Cost = Between \$23,455,000 and \$24,905,000

* The costs for preliminary engineering (PE), construction (CN), and construction engineering (CE) for Project Elements 2, 3, and 5 have not been determined and estimated costs are used for this Project Agreement. After execution of the Project Agreement and Reimbursable Agreements, the Project Team will scope Elements 2, 3, and 5 to determine the PE, CE, and CN costs. TTD, NDOT, and CFLHD will meet, review, and agree in writing on the costs, verify match requirements, and develop a funding plan to design and construct Elements 2, 3, and 5 as part of the overall project.

G. ROLES AND RESPONSIBILITIES

1. CFLHD

- Act as co-lead agency with NDOT and TTD for development of the Project. NDOT and TTD written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.
- Co-host project delivery team meetings and field reviews
- Provide support to TTD for public involvement and engagement efforts.
- Manage project development schedule, preliminary engineering, and construction engineer with assistance from NDOT and TTD.
- Perform topographic surveys, environmental surveys, and pavement, hydraulic/hydrologic, and geotechnical investigations.
- Act as lead agency responsible for review and approval of the joint NEPA and TRPA environmental documents.
- Obtain federal, state and local permits required for construction, with assistance from TTD.
- Prepare right-of-way plans, legal descriptions, and other documents required for the Letter of Consent and Highway Easement Deed and any private or public parcels to be acquired.
- Prepare the plans, specifications and engineer's estimate for the Project (the "PS&E").
- Procure and manage the construction contract (Including innovative procurement strategies such as: Single Award Task Order Contract ("SATOC") and Construction Manager General Contractor (CMGC)).
- Advertise, award and administer the construction contract. CFLHD will not solicit bids until TTD, NDOT and the Forest Service have concurred with the PS&E.
- Provide on-site construction staff for administration of the construction contract, including inspection services.
- Allow NDOT, TTD and the Forest Service to observe and review all activities in connection with CFLHD's administration of the construction contract.
- Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that construction meets the requirements intended in the PS&E.
- Notify TTD and NDOT of change order amounts or the use of contingency amounts, and resolve any impacts to budgets and funding responsibilities prior to any increase in contingency amounts.

- Attend final inspection with the project delivery team, be responsible for close-out of the construction contract, and provide a final construction report to the project delivery team.

2. TTD

- Act as co-lead agency with NDOT and CFLHD for development of the Project. TTD written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.
- Co-host project delivery team meetings and field reviews
- Act as responsible agency for public outreach, involvement and other engagement efforts.
- Assist CFLHD with the joint NEPA and TRPA environmental documents.
- Assist CFLHD in managing project development schedule and preliminary engineering costs.
- Assist CFLHD in obtaining state and local permits required for construction.
- Review PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from TTD.
- Notify other parties, if necessary, and work with CFLHD to resolve any impacts to budgets and funding responsibilities prior to any increase in contingency amounts.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Review change orders and construction modifications
- Attend final inspection with project delivery team.

3. Nevada Division of FHWA

- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Attend project delivery team meetings and field reviews
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from NDOT.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from FHWA.
- Attend final inspection with project delivery team.

4. NDOT

- Act as co-lead agency with TTD and CFLHD for development of the Project. NDOT written approval shall be required at each design milestone during project development before CFLHD can proceed with the Project.

- Attend project delivery team meetings and field reviews
- Provide direction regarding NDOT policy and administration for the Project.
- Provide available data requested by CFLHD or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.
- Provide right-of-way and utility information, and direct utility companies that do not have prior rights to relocate utilities impacted by the Project.
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from NDOT.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from NDOT.
- Upon approval of the 100% plans, authorize CFLHD to procure, administer and manage the construction improvements within the NDOT right-of-way for the Project.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Review change orders and construction modifications
- Attend final inspection with project delivery team.
- Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

5. Washoe County, Carson City and Douglas County

- Attend project delivery team meetings and field reviews
- Provide direction regarding county policy and administration for the Project.
- Provide data requested by CFLHD, NDOT, or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.
- Provide right-of-way and utility information and coordination.
- Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from the counties.
- Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from the counties.
- Designate a representative who will be the primary contact for CFLHD construction staff during construction.
- Attend final inspection with project delivery team.

- Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

6. USFS - LTBMU

- a. Designate a representative who will be the primary contact for CFL during preliminary engineering and construction.
- b. Attend project delivery team meetings and field reviews.
 - Provide direction regarding USFS and administration for the Project.
 - Provide data requested by CFL, NDOT, or TTD, such as resource surveys, fire prevention plans, and land management data.
 - Provide right-of-way and utility information and coordination.
 - Review the NEPA and TRPA environmental documents and provide comments within 30 calendar days of submittals to designated representatives. If no comments are provided within the 30 calendar day period, then the environmental process will proceed with the understanding of concurrence from USFS-LTBMU.
 - Coordinate with CFLHD and TTD on any Section 4(f) consultation
 - Review the PS&E during each phase of the design and provide comments within 30 calendar days of submittals. If no comments are provided within the 30 calendar day period, then design will proceed with the understanding of concurrence from USFS.
 - Coordinate and recommend concurrence from Regional Forester on Project for acceptance of 100% PS&E.
 - Provide written acknowledgement of special use permit receipt and further document needs.
 - Attend final inspection with project delivery team.
 - Assume ownership and maintenance responsibilities as outlined in Section C and provide such documentation to CFLHD prior to completion of the 100% PS&E and advertising the construction project.

7. TRPA

- Designate a representative who will be the primary contact for CFL during preliminary engineering and construction.
- Attend project delivery team meetings and field reviews.
- Provide direction regarding TRPA policy and administration for the Project.
- Act as lead agency for, and approver/certifier of, the TRPA environmental document.
- Review TRPA environmental document pursuant to TRPA Code of Ordinances and Rules of Procedure.
- Upon approval of the TRPA environmental document, issue a conditional permit for the Project.
- Provide any data requested by CFL or TTD, including but not limited to traffic, accidents, material sources, construction costs, agreements, and other technical data.

- Review the PS&E during each phase of the design and provide comments within 14 calendar days of submittals. If no comments are provided within the 14 calendar day period, then design will proceed with the understanding of concurrence from TRPA.
- Upon approval of the final PS&E, provide a final construction permit for the Project.
- Attend final inspection with project delivery team.

I. ROLES AND RESPONSIBILITIES - SCHEDULE

Construction of the Project may be broken out into separate contracts as determined for the construction contract procurement.

Project 1 - Trailhead parking lot (31 spaces) and 1st mile of North Demonstration shared use path from Incline Village to Hidden Beach including the tunnel crossing				
Task	Description of Critical Elements	Schedule		
		Start	Finish	Duration
30% Design	Development of 30% PS&E documents	complete	complete	-
Supplemental Surveying	Centerline Staking, Field Verify Existing Topo, Additional Topo	Sep-14	Dec-14	As weather permits
Environmental Compliance	TRPA, NEPA completed	ongoing	Nov-14	
Project Agreement Signed	Project Agreement for all project elements	-	Nov-14	
70% Design	Development of 70% PS&E documents	Nov-14	Jan-15	3 months
95% Design	Development of 95% PS&E documents	Jan-15	Mar-15	3 months
100% PS&E	Development of final contract documents, Finalize Permits, Utility Agreements	Mar-15	Apr-15	2 months
PS&E Approval	Obligate Funds		Apr-15	
ROW Acquisition	Easement with State Lands/USFS	Nov-14	Mar-15	4 months
Advertisement/Award/NTP		Apr-15	June-15	3 months
Construction- 1 season	May to October season for earthwork	June -15	Nov-15	1 season

Project 2 – Last 2 miles of North Demonstration shared use path from Hidden Beach to Sand Harbor and remaining improvements; and Elements 2, 3, 4, and 5 in Section E

Task	Description of Critical Elements	Schedule		
		Start	Finish	Duration
30% Design	Development of 30% PS&E documents	Nov-14	Mar-15	6 months
Supplemental Surveying	Centerline Staking, Field Verify Existing Topo, Additional Topo	Sep-14	Dec-14	As weather permits
Environmental Compliance	TRPA, NEPA completed	Sep-14	Aug-15	12 months
70% Design	Development of 70% PS&E documents	Aug-15	Dec-15	4 months
95% Design	Development of 95% PS&E documents	Dec-15	Mar-16	4 months
100% PS&E	Development of final contract documents, Finalize Permits, Utility Agreements	Mar-16	Apr-16	2 months
PS&E Approval	Obligate Funds (FY 15 Backup)		Apr-16	
ROW Acquisition	USFS/NDOT Easements	Sep-14	Dec-15	15 months
Advertisement/Award/NTP	Dependent on FLAP funding and Local match being in place	Apr-16	June-16	3 months
Construction- 2 Seasons	May to October season for earthwork	June-16	Oct-17	2 seasons

J. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO	AASHTO and State design standards
Functional Classification		
Surface Type		
Design Volume		
Design Speed		
Bike Path Width	10'	
Shoulder Width	1-2'	

K. FUNDING

FLAP and other funds will be used for the development and construction of this Project. TTD and NDOT agree to provide a non-federal matching share to CFLHD equal to 5% of the total cost of the Project. TTD and NDOT will be required to provide additional contributions in an amount expected to be at least 42% of the total costs of the Project, but that amount and

percentage may change during the scoping of Elements 2, 3 and 5 and development of a funding plan for those elements.

Before the expenditure of any funds for which reimbursement will be sought, CFLHD, TTD and NDOT must agree to execute separate reimbursement agreements. No reimbursement will be made for expenditures made prior to execution of a reimbursement agreement.

The maximum amount of FLAP funding provided for this project is \$12.5 million. Any cost overruns on the Project exceeding the \$12.5 million in FLAP Funding will be agreed to by TTD, NDOT, and CFLHD in a subsequent agreement

During preliminary engineering CFLHD will provide quarterly reports to NDOT and TTD showing actual costs and projected remaining costs, and any revised cost estimates for the construction and construction engineering.

Fund Source	Amount	Comments
Nevada Federal Lands Access Program Funds	\$12,500,000	Maximum amount of NV FLAP Funds to be provided for PE/CE/CN
Local Match	\$11,084,906	Minimum 5% non-federal local match required.

L. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the Project by allowable costs incurred by the State or local government, cash donations, and the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials or services. However no costs or value of third party contributions may count towards satisfying the matching share requirements under this Agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this Agreement uses to support the allocation of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs shall be accessible and maintained for three years following Project close-out.

Matching funds and additional contributions may be tapered so that payments may be a lesser percentage early in the project development process and a greater percentage as the Project progresses through construction.

M. INTERAGENCY TEAM AND CONFLICT RESOLUTION

Executive Committee

The Executive Committee (EC) will provide senior guidance and be responsible for high level policy decisions for the project. They will address and resolve any issues that are elevated to them from the PST and the PDT in a timely manner as they arise. The core membership of the EC will be from the agencies responsible for project delivery including ongoing operations and maintenance following completion. Other partner agencies may have involvement at the executive level, as project issues arise. Table 1 lists the members of the core EC. The EC will be chaired by the TTD and CFL Project Managers. The Project Managers will set the meetings, develop the agenda, prepare the presentation materials, and facilitate the conversations, and record the meetings and decisions. EC meetings will be scheduled on an as needed basis and will be structured with formal agendas and result in agreed upon action items at the conclusion of each meeting.

Table 1. Executive Committee

AGENCY	REPRESENTATIVE
TTD	Carl Hasty
NDOT	Rudy Malfabon
CFLHD	Mike Davies
USFS	Nancy Gibson
FHWA	Susan Klekar
Washoe County	Dave Solaro
Carson City	John McKenna
Douglas County	Jim Nichols
TRPA	Joanne Marchetta

Project Delivery Team

The Project Delivery Team (PDT) will act in the lead management role for all elements of project procurement, design, and construction; will actively involve Project Support Team (PST)

agencies; and will strive to advance the project in a timely, cost efficient and professional manner. The PDT Project Managers (PMs) will act as the single point of contact for their respective agencies. They will ensure that their respective agency's interests are conveyed to the PDT in clear, consistent, and concise manner, lead and manage their internal technical functional teams, and coordinate with the fiscal team members to facilitate the funding transfer process. Each agency will assign technical staff, as appropriate, to the project during preliminary and final design to support the development of the project. Their responsibilities to the PDT will be to ensure that their respective agency's interests are conveyed; to provide appropriate technical guidance regarding their agency's policies, standards, and guidelines; and to provide effective and timely communication as work progresses. Table 2 lists the members for the personnel assigned to the PDT.

The TTD and CFLHD PMs will chair the PDT, providing overall project coordination and serve as the contact for the PDT, Executive Committee, and PST.

Table 2. Project Delivery Team

AGENCY ----- POSITION	TTD	NDOT	CFLHD	USFS	NV State Parks	Washoe County	TRPA	NV State Lands
Project Manager	Alfred Knotts/ Derek Kirkland	Pedro Rodriguez	Matt Ambroziak	Mike Gabor	Jay Howard	Cheryl Surface	Brian Judge	Elizabeth Harrison
Highway Design		TBD	Jill Mathewson					
Env.	Alfred Knotts	Chris Young	Timberley Bellish					
Hydraulics		Matt Nussbaum er	Veronica Ghelardi					
Geotech		TBD	Khamis Haramy					
Right of Way		TBD	Alan Blair					
Survey and Mapping		TBD	Bob Bell					
GIS		TBD	Brooke Rosener					
Utilities		TBD	Jeff Bellen					

Pavements			Mike Voth					
Encroachment Permits		Steve Smith	Alan Blair					
Safety		TBD	Barb Burke					
Traffic		TBD						
Structures		TBD	Karl Eikermann					
Construction		TBD	Matt Ambroziak					
Maintenance & Operations		Mike Fuess						

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Address/Phone Number/Email
Matt Ambroziak, Project Manager	CFLHD	12300 West Dakota Avenue Lakewood, CO 80228 720-963-3619 Matthew.ambroziak@dot.gov
Alfred Knotts, Project Manager	TTD	PO Box 499 Zephyr Cove, NV 89448 775-589-5503 aknotts@tahoetransportation.org
Pedro Rodriquez, Project Manager	NDOT	1263 S. Stewart Street Carson City, NV 89712 775-888-7320 PRodriguez@dot.state.nv.us
Mike Gabor, Forest Engineer	Forest Service, LTBMU	35 College Ave South Lake Tahoe, CA 96150 530-543-2642 mgabor@fs.fed.us
Cheryl Surface, Park Planner	Washoe County	P.O. Box 11130 Reno, NV 89520 775-328-2019 csurface@washoecounty.us

Elizabeth Harrison, Lake Tahoe Coordinator	NV Division State Lands	901 S. Stewart Street, Ste. 5003 Carson City, NV 89701 775-684-2736 eharrison@lands.nv.gov
Jay Howard, Park Supervisor III	NV Division State Parks	2005 Highway 28, PO Box 6116 Incline Village, NV 89450 775-831-0494, x 229 775-831-2514 jayattahoe@gmail.com
Jin Zhen, ITS/Transportation Engineer	FHWA NV Division	705 N. Plaza Street, Suite 220 Carson City, NV 89701 Phone: 775-687-8581 Cell: 775-881-8794 Fax: 775-687-3803 jin.zhen@dot.gov
Brian Judge Principal Environmental Specialist	TRPA	PO Box 5310 Stateline, NV 89449 775-589-5262 brianj@trpa.org

Project Support Team

The PST is comprised of stakeholder agencies that are affected directly by and/or involved in the project through governmental responsibilities and/or maintain a “sphere of influence” associated with the Project. Similar to the EC and PDT, each PST liaison assigned to the project is critical to the overall success of the project. They will act in an advisory role to the PDT, will ensure that their respective agency’s interests are conveyed to the CFLHD PM, and will strive to support the project in a timely, cost efficient, and professional manner. Table 3 lists the members of the PST.

Table 3. Project Support Team

AGENCY	NAME
IVGID	Brad Johnson
USFS – LTMBU	Anjanette Hoefer, Garret Villanueva
Douglas County	Scott Morgan
FHWA NV Division	Jin Zhen

Washoe Tribe	TBD

CONFLICT RESOLUTION/ISSUE ESCALATION

As issues or conflicts arise on the project it is critical that they be resolved amenable and expeditiously. As such, conflict resolution processes shall be agreed upon in regards to escalation and resolution. Table 4 is the escalation matrix. It provides the contacts for resolution of issues at each level. If an issue cannot be resolved at a PDT level it will be elevated to the next level. The ultimate decision making ability and conflict resolution is at the EC level. The time period for each level to work on an issue shall be 10 working days unless otherwise agreed to by the members at each level. Collectively, all EC, PDT, and PST members agree to share the following principals in the resolution of conflicts:

1. The efficient delivery of effective, appropriate projects is the primary goal of both parties
2. The parties will focus on their common goals rather than differences.
3. Win/win solutions to conflicts should be sought.
4. Differences of opinion are okay.
5. Timely, open honest communication is the key to avoiding and resolving conflicts.
6. Decisions should be made and conflicts should be resolved at the lowest possible level.

ACCEPTABILITY AND CHANGES

If project related changes are required, the responsible team member will escalate the change needs, with justification for the change, to their respective Project Manager. The Project Manager will ensure that additional funds are available to accommodate the change before any changes are authorized or acted on. It is the responsibility of the PDT to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays. All changes shall be memorialized in formal correspondence from the TTD and CFL PMs.

Table 4. Escalation Matrix

Entity	Tier 1	Tier 2	Tier 3	Tier 4
CFLHD	Matt Ambroziak, Project Manager	Gary Strike, Project Management Branch Chief	Michael Davies, Director of Project Development	Rick Suarez, Division Engineer
FHWA	Jin Zhen, Transportation Engineer	Andrew Soderborg, Operations Team Leader	Paul Schneider, Asst. Div Administrator	Susan Klekar, Division Administrator
TTD	Alfred Knotts, Project Manager	Alfred Knotts, Project Manager	Carl Hasty, District Manager	Carl Hasty, District Manager
NDOT	Pedro Rodriquez, Project Manager	Pedro Rodriquez, Project Manager	Bill Hoffman, Deputy Director	Rudy Malfabon, Director
USFS	Garrett Villanueva, Asst. Forest Engineer	Mike Gabor, Forest Engineer	Jeff Marsolais, Deputy Forest Supervisor	Nancy Gibson, Forest Supervisor
Washoe County	Cheryl Surface, Park Planner	David Solaro, Director-CSD	Dave Solaro, Director-CSD	Kevin Schiller, Assistant County Manager
Douglas County	Scott Morgan, Community Services/Parks & Rec Director	Scott Morgan, Community Services/Parks & Rec Director	Jim Nichols, County Manager	Jim Nichols, County Manager
Carson City	TBD	TBD	TBD	TBD
TRPA	Brian Judge, Principal Environmental Specialist	Brian Judge, Principal Environmental Specialist	Joanne Marchetta, Executive Director	Joanne Marchetta, Executive Director

N. CHANGES/AMENDMENTS/ADDENDUMS

The Agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the

parties. A change in the composition of the project team members does not require the Agreement to be amended.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this Agreement.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.